
DEPARTMENT OF THE ARMY 01025.TD
U.S. ARMY CORPS OF ENGINEERS DEC 96
JSH

GUIDE SPECIFICATION FOR MILITARY CONSTRUCTION

SECTION 01025

MEASUREMENT AND PAYMENT

In addition to the paragraphs included below, this
section may be used in developing a project
specification covering lump sum schedule payment items
and unit price schedule payment items. See CEGS
Section 01025 for guidance on payment item
descriptions. Provisions of CEGS 01025 is recommended
to be included in all Civil Works projects.

1 GENERAL

USE THE FOLLOWING FOR CIVIL WORK WHERE THERE IS
SIGNIFICANT MOBILIZATION OF EQUIPMENT OR MATERIALS TO
BEGIN WORK

1.1 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (DEC 1991) (DFARS 52.236-7003)

a. The Government will make payment to the Contractor under the procedures in this clause for mobilization and preparatory work under Bidding Schedule Item No. 1.

b. Payments will be made for actual payments by the Contractor on work preparatory to commencing actual work on the construction items for which payment is provided under the terms of this contract, as follows--

- (1) For construction plant and equipment exceeding \$25,000 in value per unit (as appraised by the Contracting Officer at the work site) acquired for the execution of the work;
- (2) Transportation of all plant and equipment to the site;
- (3) Material purchased for the prosecution of the contract, but not to be incorporated in the work;
- (4) Construction of access roads or railroads, camps, trailer courts, mess halls, dormitories or living quarters, field headquarters facilities, and construction yards;
- (5) Personal services; and
- (6) Hire of plant.

c. Requests for payment must include--

- (1) A certified account of the Contractor's actual expenditures;
- (2) Supporting documentation, including receipted bills or certified copies of payrolls and freight bills; and
- (3) The Contractor's certificate--

- (i) Showing that it has acquired the construction plant, equipment, and material free from all encumbrances;
- (ii) Agreeing that the construction plant, equipment, and material will not be removed from the site without the written permission of the Contracting Officer, and
- (iii) Agreeing that structures and facilities prepared or erected for the prosecution of the contract work will be maintained and not dismantled prior to the completion and acceptance of the entire work, without the written permission of the Contracting Officer.

d. Upon receiving a request for payment, the Government will make payment, less any prescribed retained percentage, if--

(1) The Contracting Officer finds the--

- (i) Construction plant, material, equipment, and the mobilization and preparatory work performed are suitable and necessary to the efficient prosecution of the contract; and
- (ii) Preparatory work has been done with proper economy and efficiency.

(2) Payments for construction plant, equipment, material, and structures and facilities prepared or erected for prosecution of the contract work do not exceed--

- (i) The Contractor's cost for the work performed less the estimated value upon completion of the contract; and
- (ii) 100 percent of the cost to the contractor of any items having no appreciable salvage value; and
- (iii) 75 percent of the cost to the contractor of items which do have an appreciable salvage value.

- e. (1) Payments will continue to be made for Bidding Schedule Item No 1 "Mobilization and Preparatory Work", and all payments will be deducted from the contract price for this item, until the total deductions reduce this item to zero, after which no further payments will be made under this item. (2) If the total of payments so made does not reduce this item to zero, the balance will be paid to the Contractor in the final payment under the contract. (3) The retained percentage will be paid in accordance with the CONTRACT CLAUSE entitled "Payments Under Fixed-Price Construction Contracts."

f. The Contracting Officer shall determine the value and suitability of the construction plant, equipment, materials, structures and facilities. The Contracting Officer's determinations are not subject to appeal.

USE THE FOLLOWING FOR CIVIL ONLY:

**1.2 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (SEP 93)
(EFARS 12.402(100))**

The Variation in Estimated Quantities clause is applicable only to Items Nos. _____.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Items Nos. _____ is less than 85% of the quantity of the first sub-item listed under such item,

the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the CONTRACT CLAUSE "Variation in Estimated Quantities".

c. If the quantity of work performed under Items Nos._____ exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Items Nos._____ exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the CONTRACT CLAUSE "Variation in Estimated Quantities".

2 PRODUCTS (NOT USED)

3 EXECUTION (NOT USED)

--End of Section--